

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-039

TITLE:

ORDINANCE RATIFYING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY (GRANTOR) AND JERSEY CITY MUNICIPAL, LLC (GRANTEE) PERMITTING THE GRANTEE TO INSTALL BUILDING FOUNDATIONS UNDERNEATH THE PUBLIC RIGHTS-OF-WAY AT KEARNY AVENUE AND DR. MARTIN LUTHER KING DRIVE AND EXTINGUISHING THE UTILITY EASEMENT SET FORTH IN CITY ORDINANCE 97-067 ADOPTED ON SEPTEMBER 24, 1997

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Jersey City Municipal, LLC (Grantee) is the owner of land located in Jersey City adjacent to the intersection of Kearny Avenue and Dr. Martin Luther King Drive and designated on the City's Tax Map as Block 21201, Lot 17.02 (Property); and

WHEREAS, the Grantee is constructing an office building known as the Municipal Annex on the Property pursuant to a Lease/Purchase Agreement with the City of Jersey City (City or Grantor) dated April 23, 2015; and

WHEREAS, the construction of the Municipal Annex requires that certain parts of the building foundations extend approximately three (3) to four (4) feet underneath the sidewalks of Kearny Avenue and Dr. Martin Luther King Drive; and

WHEREAS, the City has jurisdiction and control over Kearny Avenue and Dr. Martin Luther King Drive; and

WHEREAS, N.J.S.A. 40:67-1 permits a municipality to enact ordinances pertaining to the use of public rights-of-way; and

WHEREAS, it is in the best interests of the City to grant a non-exclusive subsurface easement to the Grantee for the purpose of constructing the foundations for the Municipal Annex; and

WHEREAS, Ordinance 97-067 adopted on September 24, 1997 vacated a portion of Ege Avenue between Dr. Martin Luther King Drive and Ocean Avenue and vacated all of Hart Avenue between Kearney Avenue and Ege Avenue; and

WHEREAS, Ordinance 97-067 reserved a non-exclusive utility easement for the City and all public utility companies for the portions of the public rights-of-way vacated; and

WHEREAS, the non-exclusive utility easement is no longer needed and in order to construct the Municipal Annex it is necessary that the utility easement be extinguished.

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

1. The Business Administrator's execution of the Easement Agreement between the City of Jersey City as Grantor and Jersey City Municipal, LLC as Grantee, dated March 17, 2016 and attached hereto, is ratified; and
 2. The non-exclusive utility easement set forth in Ordinance 97-067 is extinguished.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in {brackets} are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR
4-3-17

R.R.
4-3-17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE RATIFYING THE EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY (GRANTOR) AND JERSEY CITY MUNICIPAL, LLC (GRANTEE) PERMITTING THE GRANTEE TO INSTALL BUILDING FOUNDATIONS UNDERNEATH THE PUBLIC RIGHTS-OF-WAY AT KEARNY AVENUE AND DR. MARTIN LUTHER KING DRIVE AND EXTINGUISHING THE UTILITY EASEMENT SET FORTH IN CITY ORDINANCE 97-067 ADOPTED ON SEPTEMBER 24, 1997

Initiator

Department/Division	Business Administration	
Name/Title	Gregory Corrado	Asst. Business Administrator
Phone/email	547-5561	GCorrado@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Jersey City Municipal, LLC (Grantee) owns land located in Jersey City adjacent to the intersection of Kearny Ave. and MLK Drive and designated on the City's Tax Map as Block 21201, Lot 17.02 (Property). The Grantee is constructing an office building known as the Municipal Annex on the Property pursuant to a Lease/Purchase Agreement with the City dated April 23, 2015. The construction of the Municipal Annex requires that certain parts of the building foundations extend approximately 3 to 4 feet underneath the sidewalks of Kearny Ave. and MLK Drive. The Grantee needed a non-exclusive subsurface easement from the City to construct the foundations for the Municipal Annex. Ord. 97-067 adopted on September 24, 1997 vacated a portion of Ege Ave. between MLK Drive and Ocean Ave. and vacated all of Hart Ave. between Kearney Ave. and Ege Ave. Ord. 97-067 reserved a non-exclusive utility easement for the City and all public utility companies for the portions of the public rights-of-way vacated. The non-exclusive utility easement is no longer needed and the construction of the Municipal Annex requires that the utility easement be extinguished.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



20160414010038960 1/7
 04/14/2016 11:08:50 AM AGREE
 Bk: 9112 Pg: 415
 Pamela E. Gardner
 Hudson County, Register of Deeds
 Receipt No. 1113797

KUC
 Chicago Title Company, LLC
 2446 Church Road
 3rd floor
 Toms River, N.J. 08753

2014-80428

This instrument prepared by and after
 recording should be returned to:
 Florio Perrucci Steinhardt & Fader, LLC
 Attn: Paul T. Fader, Esq.
 218 Route 17 North
 Rochelle Park, NJ 07662

Commonwealth Land Title Insurance Co.
 1700 Market Street - Suite 2110
 Philadelphia, PA 19103
 19026046/2014-80428 (TE)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement"), dated as of March 17, 2016 (the "Effective Date"), by and between the CITY OF JERSEY CITY ("Grantor"), having an address at and JERSEY CITY MUNICIPAL, LLC ("Grantee"), having an address at 2 Ponds Edge Drive, Chadds Ford, Pennsylvania 19317.

WITNESSETH:

WHEREAS, Grantee is the fee owner of certain land located in the City of Jersey City County of Hudson and State of New Jersey, designated as Block 21201, Lot 17.02 on the Tax Map of the City of Jersey City (the "City"), hereinafter referred to as the "Municipal Building Property" and more particularly described by a metes and bounds description set forth on Exhibit A attached hereto and made a part hereof;

WHEREAS, Grantor is the fee owner of certain land that comprises Kearny Avenue (50 feet wide) and Dr. Martin Luther King Drive (60 feet wide) and their sidewalks that abut the Municipal Building Property and State of New Jersey, as reflected on the Tax Map of the City, hereinafter referred to as the "Streets";

WHEREAS, Grantee is constructing a building for the City to occupy pursuant to that certain Lease Purchase Agreement, dated April 23, 2015, as amended, pursuant to which the City will occupy a municipal building to be constructed by the Grantee on the Municipal Building Property (the "Municipal Annex"); and

WHEREAS, Grantee anticipates that certain parts of the Municipal Annex foundations may extend three (3) to four (4) feet under the Streets (the "Foundations");

WHEREAS, Grantor is willing to grant to Grantee an easement under the Streets for the Foundations (the "Easement Area");

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors and assigns, and to any future owner of the Municipal Building Property a perpetual, non-exclusive subsurface easement (the "Easement") in, under, upon, about, over and through the Easement Area for the benefit of Grantee. The Easement shall serve the purpose the construction of the Municipal Annex.

2. Use. Grantee may use the easement to construct the Foundations.

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3. Improvements. Grantee may construct the improvements over, under, in, along, across and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "Improvements"), upon receipt of the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any Improvements made over, under, in, along, across and upon the Easement Area, shall not interfere with the Grantor's, or any other occupant's, use and enjoyment of the Streets.

4. Plans. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

5. Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Streets, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements.

6. Compliance with Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

7. Maintenance and Repair. In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Foundations.

8. Reservation of Rights. All right, title and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not: enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Easement Area.

9. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

10. Grantor's Use of Property. Grantor reserves the right to use the Streets in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

11. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be *void ab initio*.

12. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

13. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this section.

If to Grantor:	City of Jersey City Attn: Robert J Kakoleski Business Administrator City Hall – Suite 112 City of Jersey City, NJ 072302
If to Grantee:	Jersey City Municipal, LLC Attn: Eric C. Moore 2 Ponds Edge Drive Chadds Ford, PA 19317
With a copy to:	Florio Perrucci Steinhardt & Fader, LLC Attn: Paul T. Fader, Esq. 218 Route 17 North Rochelle Park, NJ 07662

14. Amendment. This Agreement may not be modified, amended or terminated except in a writing signed by each party hereto.

15. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW JERSEY, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 13 OF THIS AGREEMENT.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

17. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

18. Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

Witness: _____

Printed: _____

Dominick Pandolfo
DOMINICK PANDOLFO

THE CITY OF JERSEY CITY

By: _____

Printed: _____

Title: _____

[Signature]
ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR
CITY OF JERSEY CITY

GRANTEE:

JERSEY CITY MUNICIPAL, LLC

By: Parkemore Corporation, its managing member

Witness: _____

Printed: _____

[Signature]
SETH TAYLOR

By: _____

Printed: Eric C. Moore

Title: Vice President

[Signature]

ACKNOWLEDGEMENTS

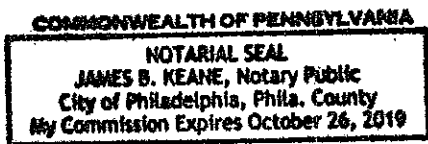
COMMONWEALTH OF PENNSYLVANIA)
 PHILADELPHIA) SS:
COUNTY OF ~~CHESTER~~)

The foregoing instrument was acknowledged before me this 17TH day of ~~February~~ ^{MARCH}, 2016, by ERIC C. MOORE, as the Vice President of Parkemore Corporation, a Pennsylvania corporation, Managing Member of Jersey City Municipal, LLC.

NOTARY PUBLIC

NOTARY PUBLIC
James B. Keane

(Printed Name)



My Commission Expires: _____
Commission No. _____

STATE OF NEW JERSEY)
COUNTY OF Hudson) SS.

COUNTY OF NEW JERSEY)
The foregoing instrument was acknowledged before me this 15th day of MARCH, 2016, before me, Dominick Pandoles, a Notary Public, personally appeared Robert KAKOLESKI who being by me duly sworn, did acknowledge that he/she is the Mayor of the City of Jersey City; that, on behalf of said City of Jersey City, he/she signed and delivered said instrument for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: Dec 16, 2019

Notary Public
DOMINICK PANDOLFO
Notary Public
ID #2317046 Exp 07/16/2009

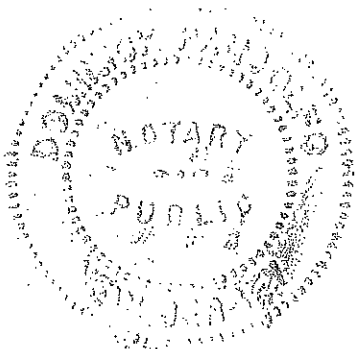


EXHIBIT A

LEGAL DESCRIPTION OF THE MUNICIPAL BUILDING PROPERTY

Block 21201

Lot 17.02

All that piece or parcel of property, situate, lying and being in the City of Jersey City, in the County of Hudson, and in the State of New Jersey:

BEGINNING AT A POINT on the southeasterly street line of Dr. Martin Luther King Drive (60 feet wide) distant northeasterly 112.50 feet along the same from its intersection with the northeasterly street line of Kearney Avenue (50 feet wide), thence from said Point of Beginning:

1. S 52° - 34' - 53" E, 67.85 to a point; thence
2. S 37° - 25' - 07" W, 33.18 feet to a point; thence
3. S 7° - 34' - 53" E, 17.25 feet to a point; thence
4. S 52° - 34' - 53" E, 179.47 feet to a point; thence
5. S 37° - 25' - 07" W, 67.95 feet to a point on said street line of Kearney Avenue; thence
6. N 52° - 34' - 53" W, along said street line of Kearney Avenue, 242.81 feet to a point; thence
7. N 50° - 07' - 44" W, still along said street line of Kearney Avenue, 21.36 feet to a point on said street line of Dr. Martin Luther King Drive; thence
8. N 39° - 46' - 44" E, along said street line of Dr. Martin Luther King Drive, 112.50 feet to the POINT OR PLACE OF BEGINNING

FILED
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AGREE
NUMBER OF PAGES : 7
ACALLIPARI

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-039

TITLE: 3.A APR 12 2017 4.A APR 26 2017

Ordinance ratifying the execution of an Easement Agreement between the City of Jersey City (Grantor) and Jersey City Municipal, LLC (Grantee) permitting the grantee to install building foundations underneath the public Rights-of-Way at Kearny Avenue and Dr. Martin Luther King Drive and extinguishing the utility easement set forth in the City Ordinance 97-067 adopted on September 24, 1997.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 26 2017 9-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

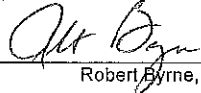
✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 12 2017

Adopted on second and final reading after hearing on APR 26 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 26 2017



Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

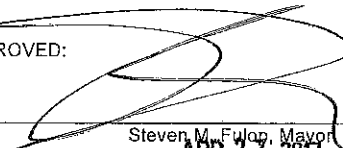


Rolando R. Lavarro, Jr., Council President

Date

APR 26 2017

APPROVED:



Steven M. Fulop, Mayor

Date

APR 27 2017

Date to Mayor

APR 27 2017

City Clerk File No. Ord. 17-040

Agenda No. 3.B. 1st Reading

Agenda No. 4.B. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-040

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24 (PARKING PROHIBITED CERTAIN HOURS) DESIGNATING 50 FEET AS NO PARKING, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 8:00 A.M. TO 9:30 A.M. AND 2:00 P.M. TO 3:00 P.M. ON THE SOUTH SIDE OF FIRST STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24

PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
First St	South	<u>M - F</u> <u>Except</u> <u>Holidays</u>	<u>8:00 a.m. to</u> <u>9:30 a.m.</u> <u>2:00 p.m. to</u> <u>3:00 p.m.</u>	50 feet west of Monmouth St 50 feet west

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

4. This ordinance shall take effect at the time and in the manner provided by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All the material to be inserted is new and underscored.

JDS:pcl
(03.31.17)

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Municipal Engineer

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) DESIGNATING 50 FEET AS NO PARKING, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 8:00 A.M. TO 9:30 A.M. AND 2:00 P.M. TO 3:00 P.M. ON THE SOUTH SIDE OF FIRST STREET

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Jose Rosario, Hudson Milestones Director of the Division of Property and Transportation Administrative Office 365-381 Clendenny Avenue, JCNJ 201.434.7783	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org


Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

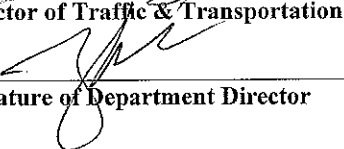
Ordinance Purpose

Designate the south side of First Street beginning 50 feet west of Monmouth Street and extending 50 feet west as no parking, except holidays, Monday through Friday, 8:00 a.m. to 9:30 a.m. and 2:00 p.m. to 3:00 p.m.

The no parking area will serve as a pick-up and drop-off location for the four (4) school vehicles as well as private vehicles transporting the Clients back and forth to Hudson Milestones. This parking prohibition is necessary to insure the safety of the children and all the personnel involved with the loading and unloading of the vehicles.

I certify that all the facts presented herein are accurate.


Director of Traffic & Transportation


Signature of Department Director

3/31/17
Date
4/5/17
Date

ANL Express

639



2nd St

2nd St

Monmouth St



Iris Records



Jersey

629



N H Laundromat

727

1st St

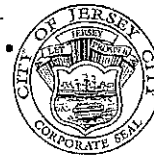


Milestones Day
Care Programs

1st St

Monmouth St

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-040
TITLE: 3.B APR 12 2017 4.B

APR 26 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code amending Section 332-24 (Parking Prohibited Certain Hours) designating 50 feet as no parking, Monday through Friday, except holidays, 8:00 a.m. to 9:30 a.m. and 2:00 p.m. to 3:00 p.m. on the South Side of First Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSENT	
GADSDEN	✓			OSBORNE	✓			WATTERMANN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 26 2017											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

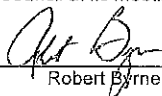
RECORD OF FINAL COUNCIL VOTE APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 12 2017
Adopted on second and final reading after hearing on APR 26 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 26 2017


Robert Byrne, City Clerk

*Amendment(s):

APPROVED:



Rolando R. Lavarro, Jr., Council President

Date

APR 26 2017

APPROVED:



Steven M. Fulop, Mayor

Date

APR 27 2017

Date to Mayor

APR 27 2017

City Clerk File No. Ord. 17-041
Agenda No. 3.C. 1st Reading
Agenda No. 4.C. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-041

TITLE:

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR HUMAN RESOURCES COORDINATOR

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

*

Human Resources Coordinator

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

**Pursuant to N.J.S.A. 40:69A-43a.*

NR/he
4/03/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES)
OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR HUMAN
RESOURCES COORDINATOR**

Initiator

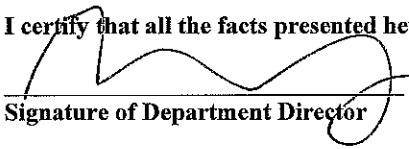
Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Director of Human Resources
Phone/email	(201) 547-5217	nancyr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To establish a new title for Jordanna Das in accordance with New Jersey Department of Civil Services Commission Rules and Regulations

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/29/11
Date

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

Human Resources Coordinator

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

Nancy Ramos, Human Resources Director

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

To establish a new title in accordance with New Jersey dept. of Civil Services Commission and Regulations

Reasons for the Proposed Program, Project, Etc.:

Jordanna Das

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: _____

Anticipated Completion Date: _____

Person Responsible for Coordinating Proposed Program, Project Etc.: _____

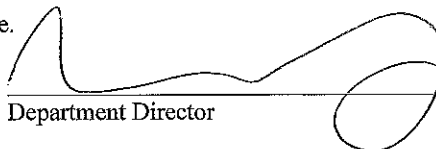
Additional Comments:

Union Affiliation - Management Labor Grade: 25

I Certify That All Facts Present Herein Are Accurate.

8/29/17

Date


Department Director

Date Submitted to Law Department _____



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
OFFICE OF THE MAYOR**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O. _____

_____, 2017

**EXECUTIVE ORDER OF THE MAYOR
OF THE
CITY OF JERSEY CITY**

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

Labor Grade

Title

25

Human Resources Coordinator

This order shall take effect immediately.

Very truly yours,

STEVEN M. FULOP, MAYOR

SMF/he

cc: Robert J. Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Nancy Ramos, Personnel Director

New Title

Title: HUMAN RESOURCES COORDINATOR

Department :HUMAN RESOURCES

Division: PERSONNEL

Labor Grade: 25

Min. \$16,100

Max. \$55,567

Union: Management

**JORDANNA DAS
21 WRIGHT AVE
JERSEY CITY, NJ 07306**

Salary: \$55,000

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-041
TITLE: 3.C APR 12 2017 4.C

APR 26 2017

Ordinance supplementing Chapter A351 (Executive Orders and Ordinances)
of the Jersey City Code to create a new classified position for Human
Resources Coordinator.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 26 2017 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>WATTERMAN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 26 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **APR 12 2017**
Adopted on second and final reading after hearing on **APR 26 2017**

This is to certify that the foregoing Ordinance was adopted by
the Municipal Council at its meeting on **APR 26 2017**

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President
APR 26 2017

Date

APPROVED:

Steven M. Fulop, Mayor
APR 27 2017

Date

APR 27 2017

Date to Mayor

City Clerk File No. _____ Ord. 17-044

Agenda No. 3.F. 1st Reading

Agenda No. 4.E. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-044

TITLE:

AN ORDINANCE AMENDING (1) CHAPTER 122, (CIRCUSES, CARNIVALS AND PUBLIC ASSEMBLAGES) (2) CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), SECTION 19.6 (POWERS AND DUTIES OF THE OFFICE OF CULTURAL AFFAIRS), (3) CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), SECTION 70 (DIVISION OF PARK MAINTENANCE) (4) CHAPTER 175 (FOOD-HANDLING ESTABLISHMENTS) SECTION 28 (FARMERS' MARKETS) AND (5) CHAPTER 296, (STREETS AND SIDEWALKS) SECTION 72 (PERMIT REQUIRED FOR CLOSING OF STREET; PROCEDURES) TO CODIFY THE DEFINITIONS OF ALL FESTIVALS, CARNIVALS, FAIRS, FLEA MARKETS AND OTHER PUBLIC ASSEMBLIES AND CODIFY THE PROCEDURES FOR PERMITTING PUBLIC ASSEMBLIES

COUNCIL

offered and moved adoption of the following
Ordinance:

WHEREAS, there are many public events and assemblies throughout the City; and

WHEREAS, the City of Jersey City wishes to encourage the growth and development of more such events throughout the City; and

WHEREAS, the City recognizes the need to centralize the permitting process for these assemblies in order to make the approval process more efficient and user-friendly; and

WHEREAS, the City recognizes that the Office of Cultural Affairs is best suited to serve as the point of intake for permitting these public assemblies; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of Jersey City that Chapter 122 shall be amended to read:

CHAPTER 122 - CIRCUSES, CARNIVALS AND PUBLIC ASSEMBLAGES ASSEMBLIES

122-1. - Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

BLOCK PARTY means an event sponsored by a non-profit block association registered with the Resident Response Center, organized for the purpose of stimulating civic pride and involving the closure of a single block of a street, or a portion thereof, for a single day.

CARNIVAL means a temporary outdoor event, open to the general public, featuring mechanical amusement rides, games of skill, vendors selling food and amplified and/or live music.

COMMUNITY CLEAN-UP means an event held by a non-profit organization, community group or an individual with a pre-existing relationship with the proposed event location, held

for the purpose of improving the neighborhood/event location.

FARMERS' MARKET means a temporary market as defined in § 175-18, established in a public space where farmers/growers sell a variety of farm products directly to consumers.

FESTIVAL means a public event requiring the use of public space, such as a City park or street, featuring entertainment and in which the general public can purchase food and goods provided by vendors who may pay a fee to participate. Such events may be for one day or may last several days and may include amplified or live music.

FLEA MARKET means a temporary outdoor market featuring vendors who sell or trade used nonfood products. Food products may be available for sale at Flea Markets on a limited basis at the discretion of the Department of Health and Human Services.

OFFICE OF CULTURAL AFFAIRS means the Office, under the Office of the Mayor, which serves as the primary point of intake for all applications for Public Assemblies.

OUTDOOR MARKET means a temporary commercial event hosted by either a community group or a non-profit organization requiring a street closure of one block or more or the use of public space in which the general public can purchase newly-made goods or services provided by vendors who pay a fee to participate. Outdoor Markets may feature amplified and/or live music..

NOT-FOR-PROFIT CORPORATION means a Federal tax exempt, non-profit corporation incorporated in New Jersey. A New Jersey corporation which can demonstrate proof of pending Federal tax exempt status shall also be deemed a non-profit corporation for the purposes of this Ordinance.

PARADE means a procession of people, organized along a street, typically spanning more than one block.

PERSON means an individual or an organization defined as a person under New Jersey law.

PUBLIC ASSEMBLY means a group of people gathered together in one place for a common purpose making temporary, exclusive use of a public space, street or sidewalk. Public Assemblies include, but are not limited to, block parties, carnivals, community clean-up events, festivals/fairs, farmer's markets flea markets, outdoor markets, parades and promotional events. Impromptu gatherings such as protests and vigils which involve the closing of streets must be arranged through the Department of Public Safety.

PROMOTIONAL EVENT means an event, open to the public, which is intended to promote, advertise or introduce a product, corporation or company or the goods or services of a corporation, company. Such an event may require a concession agreement approved the Municipal Council.

122-12 - Permission required; hours and conditions of operation.

A. It shall be unlawful to host a Public Assembly without first obtaining a permit from the Office of Cultural Affairs. Once an application has been submitted, officials from the Office of Cultural Affairs will circulate the application to the various other City Departments necessary for the application's final approval.

AB. It shall be unlawful for any person, firm or corporation to erect or cause to be erected any temporary structure composed wholly or partly of canvas or similar material larger than nine hundred square feet (900 sq. ft.) to be used as a place of amusement or for any religious, educational or recreational purposes or for any other public assemblages Public Assembly whatsoever within the eCity without first having made application to and received permission to do so in accordance with the conditions and limitation as set out in this chapter. without first obtaining a permit from the Office of Cultural Affairs.

BC. Any permit approved for a structure or activity permitted under § 122-1.1A shall be subject to the following conditions:

- (1) Hours of operation, shall be from 10:00 a.m. to 11:00 p.m. on Sunday through Thursday and from 10:00 a.m. to 11:00 p.m. midnight on Friday and Saturday, and all musical activity shall cease one (1) hour before closing time.
- (2) All musical activity shall cease one hour before closing time.
- (3) Sale of Alcohol. If any special permit has been issued for the sale of alcoholic beverages, all sales, offers for sale and serving of alcoholic beverages shall cease 1/2 hour before closing time unless the Chief of Police or a representative of the Chief directs an earlier cessation.

122-3 – Special restrictions.

The following restrictions shall apply to the following Public Assemblies:

- (1) Block Parties. Block Parties are organized for the purpose of stimulating civic pride and must not be for private affairs, e.g., family reunions, birthday parties, and weddings. The sale of food, goods or beverages (alcoholic or otherwise) is expressly forbidden at a Block Party. Block associations may apply for up to two (2) Block Parties per year and the hours, days, and months of operation for Block Parties shall be limited to 12:00 noon to 6:00 p.m. on Saturdays and Sundays during the months of May through September.
- (2) Community Clean Ups. No sales of goods or services are permitted at Community Clean-Up events.
- (3) Farmers' Markets. These markets may only operate during Farmers' Market season, April through December and permits will only be issued to not-for-profit corporations as defined by Section 175-18.
- (4) Flea Markets. These markets are barred from Pershing Field and J. Owen Grundy Pier.

122-24. - Application for permission permits; insurance requirements; fees; temporary structures; bond requirements-plan submission.

- A. Permits. The applicant for such permission shall file an application in writing with the license issuing authority, which application shall be accompanied by a set of building plans, in duplicate, drawn to scale, which shall indicate clearly: Office of Cultural Affairs on the forms prescribed by the Office in the manner set forth below:

<u>EVENT TYPE</u>	<u>APPLICATION DEADLINE</u>
<u>Block Party</u>	<u>30 Days</u>
<u>Carnival</u>	<u>90 Days</u>
<u>Community Clean-Up</u>	<u>30 Days</u>
<u>Farmers' Market</u>	<u>60 Days</u>
<u>Festival/Fair</u>	<u>60 Days</u>
<u>Flea Market</u>	<u>60 Days</u>
<u>Outdoor Market</u>	<u>60 Days</u>
<u>Parade</u>	<u>90 Days</u>
<u>Public Assembly</u>	<u>30 Days</u>
<u>Public Assembly with a temporary structure</u>	<u>90 Days</u>
<u>Promotional Event</u>	<u>30 Days</u>

- (1) The type of construction.
- (2) The seating arrangements.
- (3) The aisles.
- (4) The structural details and calculations of the seats and supports.
- (5) The location of all electrical wiring.

- (6) ~~The location of all exits.~~
- (7) ~~The location of all fire equipment within the structure and the specifications of such equipment.~~
- (8) ~~The location, insofar as feasible, of adjacent structures and obstructions which might hinder the free egress of persons from the exits.~~

B. ~~Such application shall further specify:~~

- (1) ~~Whether any open flame is intended to be used within the structure, and if so, what precautions are to be taken to render it safe.~~
- (2) ~~The name of the person, firm or corporation which will use the structure.~~
- (3) ~~The location of the principal place of business of such person, firm or corporation.~~
- (4) ~~The names and addresses of the officers of such firm or corporation.~~
- (5) ~~The length of time the structure is intended to be used for the purposes applied for.~~
- (6) ~~The hours of the day or night during which such structure is intended to be used as a place of assembly.~~
- (7) ~~The formula of the solution which is to be used to flameproof the structure.~~
- (8) ~~What provisions have been made for sanitary facilities for persons using the premises on which such structure is to be erected or is maintained.~~
- (9) ~~Such other relevant information as the Director of Fire Safety Services may require.~~

CB. ~~The applicant shall furnish evidence that a public liability insurance policy in amounts of not less than \$50,000 for any one person and \$100,000 for any one accident shall be in force and effect at the time such structure is to be occupied as a place of assembly by the public. Such insurance policy shall name the city and its agents and employees as additional insureds.~~

Insurance. All applicants seeking permission for a Public Assembly shall provide proof of general liability insurance from an A.M. Best-rated insurance company in the amount of one million dollars (\$1,000,000.00) and must name the City of Jersey City as an additional insured unless waived by the City's Risk Manager. If the Public Assembly includes the sale of liquor, the applicant must obtain a permit from Alcoholic Beverage Control and must shall provide proof of general liability insurance from an A.M. Best-rated insurance company in the amount of two million dollars (\$2,000,000.00).

D. ~~The applicant shall deposit with the license issuing authority a cash bond in the sum of \$1,000 conditioned upon saving harmless the city from any and all liabilities or causes of action which might arise by virtue of the granting of a license to the applicant and conditioned further that no damage shall be done to the streets, sewers, trees or adjoining property and that no dirt, paper, litter or other debris shall be permitted to remain upon the streets or upon any private property by such applicant. Such cash bond shall be returned to the applicant upon certification by the license issuing authority that all conditions of this chapter have been complied with.~~

EC. Fees. The applicant shall pay a fee or fees according to the schedule contained in Chapter 160, Fees and Charges.

F. ~~If the Director of the Department of Public Safety determines that the attendance of fire equipment at the location of the structure during the use of such structure as a place of assembly is necessary for the safety of persons and property, the applicant shall deposit with the city a sum equal to the reasonable value of the use of said equipment and the furnishing of the necessary personnel for such time as will be required, in order to reimburse the city for such expense.~~

G. ~~Such application and plans shall be submitted to the license issuing authority at least 10 days prior to the date of the opening of any such structure, and he or she shall be notified of at least 48 hours prior to the erection of such structure, so that an inspection during reasonable daylight hours can be made.~~

D. Temporary structures. Any application which includes the erection of a temporary structure larger than 900 square feet shall include a set of building plans in accordance with the forms prescribed by the Office of Cultural Affairs. All temporary structures

are subject to inspection by the Director of Public Safety or his or her designee prior to use.

- E. Bonds. The applicant shall provide a cash bond in the sum of \$1,000 conditioned upon holding the City harmless from any and all liabilities or causes of action which might arise by virtue of the granting of a permit to the applicant and conditioned further that no damage shall be done to the streets, sewers, trees or adjoining property and that no dirt, paper, litter or other debris shall be permitted to remain upon the streets or upon any private property by such applicant. Such cash bond shall be returned to the applicant upon certification by the license issuing authority that all conditions of this Chapter have been complied with.

122-3. - Requirements.

The Director of Public Safety shall determine if the applicant has made provision for:

- A. Adequate aisles, seats, platforms and poles.
- B. Sufficient exits, well marked and properly lighted.
- C. Lighted and unobstructed passageways to areas leading away from the structure.
- D. Removal, before the structure is to be used as a place of public assembly, of any pole, rope or other obstruction in any aisle or exit.
- E. Inspection before the opening of each performance by a qualified electrician to ascertain if any defects exist in the wiring and provision made for immediate correction of any defects which may be found.
- F. Sufficient first aid fire appliances to be distributed throughout the structure with operating personnel familiar with the operation of such equipment available and assigned during the use of such structure as a place of assembly.
- G. Sufficient "No Smoking" signs visible at all times.
- H. An employee at each entrance to require the extinguishing of all cigarettes, cigars and other smoking materials.
- I. Announcement at frequent intervals to the persons in the assembly of the fact that smoking within the structure is prohibited.
- J. Proper safeguarding of any use of open flames or its use prohibited.
- K. The clearing of straw, dry grass, sawdust and any combustible trash from the structure before it is opened to the public and arrangements made to keep the areas where debris may be expected to accumulate well serviced, especially under open seats.
- L. Proper facilities for calling the Division of Fire and Emergency Services.
- M. Such special fire equipment of the city to attend at such structure during its use as a place of public assembly as the Director of Public Safety may decide is necessary for proper fire protection.
- N. The attendance of such special police officers and firemen as the Director of Public Safety may deem necessary for the control of persons in the assembly to prevent overcrowding, obstruction of aisles and exits and such other control as may be necessary to render the occupation of such structure by the public safe.
- O. The tent and canvas parts of the structure and all combustible decorative materials, including curtains, acoustic materials, streamers, cloth, cotton batting, straw vines, leaves, trees and moss to be rendered fireproof.

122-4.5. - Inspection by Health Officer Health Inspection Certification.

~~The Health Officer shall make an inspection to determine if provision has been made for satisfactory sanitary facilities on or near the premises on which the structure is maintained or is to be maintained.~~

Any application for a Public Assembly which includes the sale of food and beverages, if permitted, shall also be referred to the Health Officer for approval and issuance of a certificate of Health Inspection in addition to the Public Assembly permit. The applicant's equipment and practices shall be subject to inspection at the time of

application and at periodic intervals thereafter. No Public Assembly involving the sale of prepared food will be permitted without obtaining permission from the Health Officer.

122-5. Inspection of completed temporary structure.

- A. ~~Upon completion of such structure, it shall not be used as a place of assembly until the Director of Public Safety or his or her designee has inspected the entire premises upon which the structure is located.~~
- B. ~~If the license issuing authority finds that all of the limitations and requirements of the license and this chapter have been complied with and that the structure has been erected in accordance with the plans and specifications submitted with the application, he or she shall grant a permit to occupy such premises.~~
- C. ~~It shall be unlawful for any person to cause or permit the occupancy of such structure as a place of assembly, without the issuance of such license to occupy such structure as provided for herein.~~
- D. ~~If the license issuing authority finds that such structure, or the premises on which it is located, is being maintained in violation of any of the provisions of this chapter or in such a manner as to constitute a fire hazard, he or she may revoke the license to occupy provided for herein.~~
- E. ~~Any person, firm or corporation whose license to occupy has been revoked as aforesaid may, within 10 days after receipt of a notice thereof, appeal to the Director of Public Safety for a hearing thereon, and the decision of the Director in this regard shall be final. If no appeal is taken within 10 days as provided herein, the action of the license issuing authority shall be final.~~

§ 122-6. License issuance.

~~If the license issuing authority finds that the provisions of §§ 122-2 and 122-3 of this Chapter are complied with, or will be complied with, by the applicant, he or she shall issue a license to erect or maintain such structure conditional upon such reasonable limitations and requirements as he or she may deem necessary for the safety of persons and property.~~

§ 122-76. - Sunday operations.

~~Circuses, carnivals and all other exhibitions~~ All Public Assemblies licensed permitted by and pursuant to this Chapter may conduct such activities on Sundays.

§ 122-8. Block Parties; definition; regulations; hours; approval; exemption from fees.

- A. ~~A block party means a block party sponsored by a block association which has registered its organization with the Mayor's Action Bureau. A block party is organized for the purpose of stimulating civic pride and/or conducting a block cleanup. It shall be intended for public good and not for private affairs, e.g., family reunions, birthday parties, and weddings.~~
- B. ~~A block party shall be open to all residents of the block and surrounding neighborhood. There shall be no sale of food, wares, or beverages at a block party. (Note: Such events are considered festivals and require a Festival Permit from the Division of Commerce.) Alcohol shall not be permitted at a block party. Cooking shall be limited to no more than four barbeque units and the block association shall assume all responsibility and liability for the distribution and operation of such units and all food.~~
- C. ~~The hours, days, and months of operation for block parties shall be limited to 12:00 noon to 6:00 p.m., Saturdays and Sundays, during the months of May through September.~~
- D. ~~Block associations may apply for up to two block parties per year. Applications will be available from the Division of Cultural Affairs. In addition to approval by the Division of Cultural Affairs, an application must be approved by the J.C.P.D. District Commander for the district in which the block party is requested. Applications must be made at least three weeks in advance of the anticipated block party date and shall be accompanied by a fifty dollar (\$50.00) application fee.~~
- E. ~~Other than the above application fee, the block association shall be exempt from all other municipal fees required for the operation of a block party, e.g., street closing permit fee, but shall not be exempt from obtaining any such required licenses, permits, and approvals.~~

NOW, THEREFORE, BE IT ALSO ORDAINED by the Municipal Council of Jersey City that Chapter 3, Section 19.6, shall be amended to read:

§ 3-19.5. - Office of Cultural Affairs Created; Head.

There is hereby created an Office of Cultural Affairs, the head of which shall be the director of the Office of Cultural Affairs.

§ 3-19.6. - Powers and Duties of the Office of Cultural Affairs.

The Office of Cultural Affairs which, notwithstanding any ordinance to the contrary, shall, including but not limited to, be responsible for:

- (1) Serving as the primary point of intake for all applications for ~~special public events~~ Public Assemblies as defined in Chapter 122, including but not limited to block parties, carnivals, eireuses, festival/fairs, flea markets, and parades; and
- (2) For organizing cultural events on behalf of the City, including but not limited to, cultural and heritage events, art shows, street fairs, outdoor concerts, holiday festivals and all other public ~~cultural~~ programs.

NOW, THEREFORE, BE IT ALSO ORDAINED by the Municipal Council of Jersey City that Chapter 3, Section 71, shall be amended to read:

§ 3-70. Division of Park Maintenance.

A. Creation of the Division of Park Maintenance; Director of Park Maintenance in charge. There is hereby created within the Department of Public Works a Division of Park Maintenance, the Director of which shall be the Director of Park Maintenance.

- (1) Division of Park Maintenance; functions. Under the direction and supervision of the Director of Public Works, the Division of Park Maintenance shall:
 - (a) be responsible for planning and maintaining all facilities for recreational purposes offered by the City, which include parks, playgrounds, green space, sitting areas and indoor recreational facilities.
 - (b) Be responsible for the trimming of trees on sidewalks.
 - (c) Be responsible for the planting of trees within public easement areas.
 - (d) Be in charge of issuing approving park usage permits for picnics, reunions, weddings, and other private social gatherings. All permits shall be issued by the Office of Cultural Affairs, and for flea markets and farmers' markets, provided that flea markets and farmers' markets permits are subject to the following permitting requirements:
 - (e) In conjunction with the Office of Cultural Affairs and the Department of Health and Human Services, be responsible for reviewing and approving applications for Flea Markets and Farmers' markets, respectively, provided that Flea Markets and Farmers' Markets permits are subject to the following permitting requirements:

- (i) Subject to such rules, regulations, restrictions and requirements of § 239-15 of this Code, ~~f~~Flea ~~m~~Market permits shall be issued as follows: Each organization seeking a ~~f~~Flea ~~m~~Market permit may be issued two (2) such permits per calendar year for any one of the following parks in which flea markets may be held: ~~Van Vorst Park; Hamilton Park; Columbia Park; Audubon Park; Erel Webb Park; Dayside Park; Arlington Park; Riverview Park; Leonard Gordon Park and Sgt. Anthony Park.~~ the passive recreation portion of any City Park, space permitting, and subject to any local, State and Federal regulations, including, but not limited to Green Acres regulations. The exact location of any Flea Market within a City park shall be determined solely by the Director of the Division of Park Maintenance and the permit issued shall include a map indicating where the market is to be situated. ~~Each of the aforementioned~~ No parks may have no more than six (6) ~~f~~Flea ~~m~~Market per year, and there shall be no ~~f~~Flea ~~m~~Market permitted and no permits issued for ~~Pershing Field and Grundy Pier Parks.~~
- (ii) Subject to such rules, regulations, restrictions and requirements of § 239-15 and § 175-16 et seq. of this Code, permits to operate farmers' markets within City parks may be issued to nonprofit organizations which have been licensed by the City Health Officer under § 175-16 et seq. When applying for a permit to operate a farmer's market within a City park, the non-profit organization shall provide proof to the Director of the Division of Park Maintenance, prior to the issuance of the permit, that the non-profit organization has been licensed to operate a farmer's market by the City Division of Health and has secured general liability insurance for the farmers' market in the amount of one million dollars (\$1,000,000.00) from an A.M. Best-rated insurance company which names the City of Jersey City as an additional insured unless waived by the City's Risk Manager. Farmers' markets may be held in the passive recreation portion of any City park, space permitting, except J. Owen Grundy Pier Park. The exact location of any farmers' market within a City park shall be determined solely by the Director of the Division of Park Maintenance and the permit issued shall include a map indicating where the market is to be situated. Applications to establish a farmers' market in a City park and all supporting documents must be submitted to the Division of Health at least thirty (30) days before the planned opening of the market.

- (e) Be responsible for codifying costs to the Tax Collector on work performed on private property.

NOW, THEREFORE, BE IT ADDITIONALLY ORDAINED by the Municipal Council of Jersey City that Chapter 175, Section 28, shall be amended to read:

§ 175-28. - Farmers' Markets.

- A. A seasonal market license, as defined in Chapter 160, Subsection 160-1.P(3)(a)[5][c](i) (hereinafter "seasonal market license") to operate a farmers' markets will only be issued to not-for-profit corporations as defined by Section 175-18.
- B. Farmers' markets shall only operate during farmers' market season.

- C. At least fifty-five percent (55%) of the total volume of all products available for sale must be a farm product harvested or produced within three hundred (300) miles of Jersey City. Any vendor whose farm products are not grown within three hundred (300) miles of Jersey City shall so indicate with signage displayed by the farm product being sold.
- D. No seasonal market license shall be issued to operate a farmers' market unless at least twenty-five percent (25%) of the vendors accept supplemental food vouchers (SNAP/EBT, WIC Cash Value Vouchers, and/or FMNP vouchers). Those vendors that accept such vouchers shall so indicate by posting a sign at the point of sale.
- E. The Health Officer shall waive the seasonal vendor license fee, as set forth in Chapter 160, Subsection 160-1.P(3)(a)[5][c](ii), for any vendor participating in a farmers' market, which operates in a location deemed by the Health Officer to be a food desert.
- F. Non-profit organizations which seek to operate a farmers' markets in a City park must receive additional permission from the Division of Park Maintenance pursuant to Subsection 3-71.1(e).
- G. A seasonal market license to operate a farmers' market within one (1) of the City's designated special improvement districts shall only be issued to the District Management Corporation (DMC).
- H. An application to operate a farmers' market shall require proof of general liability insurance from an A.M. Best-rated insurance company in the amount of one million dollars (\$1,000,000.00) and must name the City of Jersey City as an additional insured unless waived by the City's Risk Manager.
- I. Applications to establish a farmers' market and all supporting documents must be submitted to the Division of Health Office of Cultural Affairs at least ~~thirty (30)~~ sixty (60) days before the planned opening of the market.
- J. In addition to having satisfactorily completed the Jersey City Health Division Food Handler's Course, a minimum of one (1) manager or supervisor of the farmers' market may be asked by the Health Officer to demonstrate knowledge of the Minimum Food Safety Requirements for Product Sales at Farmer's Markets as promulgated by the New Jersey Department of Agriculture. A copy of these requirements is available from the Department of Agriculture and shall be available upon request from the City's Health Officer.
- K. Starting April 1, 2016, farmers' markets vendors shall not use plastic bags to dispense their products.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Municipal Council of Jersey City that Chapter 296, Section 72, shall be amended to read:

§ 296-72. - Permit required for closing of street; procedures.

- A. No person may close or attempt to close any street within the eCity to motor vehicle traffic without first obtaining a permit from the Municipal Engineer. Any activity conducted within a closed street shall be conducted strictly in accordance with the conditions specified in the permit issued by the Municipal Engineer.
- B. Applications to permit the temporary closing of a City street for a Public Assembly as defined in Chapter § 122-1 are included with the application for Public Assemblies available through the Office of Cultural Affairs. Applications for a permit for temporary street closing for any other purpose shall be made upon forms provided by the Municipal Engineer at least five days before the proposed closing and shall contain all of the following information:
 - (1) The name, residence and business addresses and phone number of each person and/or organization sponsoring the temporary street closing. If the sponsor is an organization, the application shall contain the names, residence and business address and phone numbers of the head of the organization and all persons:
 - (a) Having an interest or position of management or control in the organization; and

- (b) Who are or will be engaged in organizing, promoting, controlling, managing or soliciting participation in the temporary street closing;
 - (2) The date or dates of the temporary street closing with daily hours of operation from 10:00 a.m. to 11:00 p.m. on Sunday through Thursday and from 10:00 a.m. to 12:00 midnight on Friday and Saturday.
 - (3) The block to be closed.
 - (4) The estimated number of persons who will participate in the block party or recreational event for which the closing is sought.
 - (5) The purpose of the street closing.
 - (6) Whether parking is requested to be restricted or prohibited during the closing.
 - (7) Whether any sound amplification equipment is proposed to be used, and if so, a description of the sound information equipment.
 - (8) Whether or not charity, gratuity or offerings will be solicited or accepted or food, beverages or any merchandise will be sold.
 - (9) Whether the temporary closing will occupy all or any part of the street.
 - (10) Any other information which the Municipal Engineer considers reasonably necessary in order to carry out the provisions of this article.
- C. An application for a street closing shall be filed not less than ~~ten (10)~~ thirty (30) days before the scheduled date of the temporary street closing. Failure to file within this period is sufficient ground for denial of the permit.

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 4/5/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE AMENDING (1) CHAPTER 122, (CIRCUSES, CARNIVALS AND PUBLIC ASSEMBLAGES) (2) CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), SECTION 19.6 (POWERS AND DUTIES OF THE OFFICE OF CULTURAL AFFAIRS), (3) CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), SECTION 70 (DIVISION OF PARK MAINTENANCE) (4) CHAPTER 175 (FOOD-HANDLING ESTABLISHMENTS) SECTION 28 (FARMERS' MARKETS) AND (5) CHAPTER 296, (STREETS AND SIDEWALKS) SECTION 72 (PERMIT REQUIRED FOR CLOSING OF STREET; PROCEDURES) TO CODIFY THE DEFINITIONS OF ALL FESTIVALS, CARNIVALS, FAIRS, FLEA MARKETS AND OTHER PUBLIC ASSEMBLIES AND CODIFY THE PROCEDURES FOR PERMITTING PUBLIC ASSEMBLIES

Initiator

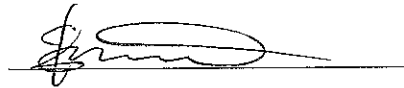
Department/Division	Office of the Mayor	Office of Cultural Affairs
Name/Title	Elizabeth Cain	Director
Phone/email	201-547-6921	ecain@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance provides definitions for Public Assemblies such as Block parties, Festivals and Parades, and provides standards for permitting such assemblies. This Ordinance also places the power to issue permits for such assemblies under the Office of Cultural Affairs.

I certify that all the facts presented herein are accurate.



Director of Cultural Affairs

April 5, 2017

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-044
TITLE: 3.F APR 12 2017 4.E

APR 26 2017

An ordinance amending (1) Chapter 122 (Circuses, Carnivals and Public Assemblages) (2) Chapter 3 (Administration of Government), Section 19.6 (Powers and Duties of the Office of Cultural Affairs), (3) Chapter 3 (Administration of Government), Section 70 (Division of Park Maintenance) (4) Chapter 175 (Food-Handling Establishments), Section 28 (Farmers' Markets) and (5) Chapter 296, (Streets and Sidewalks) Section 72 (Permit Required for Closing of Street; Procedures) to codify the definitions of all festivals, carnivals, fairs, flea markets and other public assemblies and codify the procedures for permitting public assemblies.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 26 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 26 2017 8-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 12 2017
Adopted on second and final reading after hearing on APR 26 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 26 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

APR 26 2017

APPROVED:

Steven M. Fulop, Mayor

Date

APR 27 2017

Date to Mayor

APR 27 2017

City Clerk File No. _____ Ord. 17-045

Agenda No. 3.G. _____ 1st Reading

Agenda No. 4.F. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-045

TITLE:

**AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
EXECUTE A LEASE WITH COMMUNITY UPLIFTING PROJECT, INC.
FOR THE USE OF BLOCK 17905, LOTS 18, 20 AND 21 MORE COMMONLY KNOWN
AS 612-614 COMMUNIPAW AVENUE AND BLOCK 1931, LOTS 22 AND 25 MORE
COMMONLY KNOWN AS 91-93 HARRISON AVENUE, FOR A COMMUNITY
GARDEN**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street in Jersey City; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

WHEREAS, the City adopted Ordinance 96-123, subsequently amended by Ordinances 01-109 and 11-019, which authorized the establishment of an "Adopt A Lot" Program; and

WHEREAS, the City owns Block 17905, Lots 18, 20 and 21 on the official tax map of the City and which is more commonly known as 612-614 Communipaw Avenue and the City also owns Block 1931, Lots 22 and 25 on the official tax map of the City and which is more commonly known as 91-93 Harrison Avenue; and

WHEREAS, these parcels of land are suitable for gardening and such use will improve and enhance the area; and

WHEREAS, the Community Uplifting Project, Inc. is a non-profit corporation which seeks to lease Block 17905, Lots 18, 20 and 21 and Block 1931, Lots 22 and 25 pursuant to the City's "Adopt A Lot Program" in order to create a community garden thereon; and

WHEREAS, the Community Uplifting Project, Inc. ("the Lessee") understand that the properties leased to non-profit corporations or associations participating in the City's "Adopt a Lot" program are to be used for gardening and for no other purpose whatsoever; and
In particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises; and

WHEREAS, the Lessee also understands that it must submit an annual report to the officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law; and

WHEREAS, the lease term will be for seven months (7) beginning as of May 1, 2017 and ending December 31, 2017 subject to the City's right to terminate the lease at its convenience without cause by providing ninety (90) days prior notice; and

WHEREAS, the consideration for the lease shall be one dollar (\$1.00) and other good and valuable considerations; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is hereby authorized to execute a lease of Block 17905, Lots 18, 20 and 21 which is more commonly known as 612-614 Communipaw Avenue and Block 1931, Lots 22 and 25 which is more commonly known as 91-93 Harrison Avenue, with the Community Uplifting Project, Inc. for the purpose of creating a community garden thereon through the City's "Adopt A Lot Program".
 2. The term of the Lease Agreement shall be for seven months (7) commencing as of May 1, 2017 and terminating on December 31, 2017 one dollar (\$1.00).
 3. The form of the Lease is attached hereto and shall be subject to any such modification as may be deemed necessary or appropriate by the Corporation Counsel or Business Administrator.
- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 4/5/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐



ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City" to _____ ("Lessee") with offices located at _____ for the operation of an Adopt-A-Lot Garden located at _____ (address) on Block _____ and Lot(s) _____ ("the Garden"). This Lease shall be administered jointly by the Department of Health and Human Services ("HHS") and the Department of Public Works ("DPW") through the Adopt-A-Lot Program Officer ("Officer"), with an office located at 199 Summit Avenue, Jersey City, New Jersey 07306.

1. Term

This Lease is issued to Lessee for a term (the "Term") of seven (7) months beginning as of May 1, 2017 and ending December 31, 2017 unless terminated earlier. The Lease may be renewed by the Municipal Council upon the recommendation of the Adopt-A-Lot Program Officer provided that the Lessee meets the obligations set forth in this Lease.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated as the "Contact Person" by the Lessee.

Lessee: _____

Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____

Email address: _____

Lessee shall promptly notify the Adopt-A-Lot Program Officer of any change in the contact information provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

- A. This Lease is specifically entered into for the purpose of Lessee's designing and cultivating a plant garden and thereafter maintaining that garden and all plants and structures contained therein (including, but not limited to, the City-supplied shed, all the tools contained therein, any fence, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.
- i. Before entering in to a Lease, the prospective Lessee shall notify the Adopt-A-Lot Program Officer to arrange for an inspection the premises for the purpose of locating, and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Adopt-A-Lot Program Officer determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Adopt-A-Lot Program Officer, then the City shall refuse to consummate the Lease.
 - ii. If a Lease is executed, the Lessee agrees to take possession of the following City-owned equipment for the exclusive use of the Lessee during the duration of the Lease. This equipment shall remain on the leased property at all times and shall be returned to the City in reasonably good condition at the expiration of the Lease.

One (1) Garden Shed which will contain the following:

One (1) Wheelbarrow
Five (5) Poly leaf rakes
Five (5) Garden spades (20 inch)
Five (5) Garden shears (5.5 inch)
Five (5) Hand-held gardening forks
Five (5) Pitchforks
Five (5) Hand-held trowels (steel)
Five (5) Hand-held garden cultivators
Five (5) Loppers (28 inch)
Five (5) Pairs of gardening gloves

- B. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to do the following:
- a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Adopt-A-Lot Program Officer.

- b. Lessee shall post a sign provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program.
 - c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.
- C. Within six months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
 - a. Lessee shall design and install a plant garden.
 - b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
 - c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
 - d. Lessee shall open the Garden to the public, as required by Section 8.
 - e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.
- D. Upon execution of the Lease, the Lessee agrees to the following:
 - a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
 - b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
 - c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, the State of New Jersey, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by the Adopt-a-Lot program to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
 - d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of the Adopt-A-Lot Program Officer.

- e. Provide two reports each year to the Adopt-A-Lot Program Officer, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes the Adopt-A-Lot Program Officer should be made aware of or a problem fulfilling any of the requirements specified in this lease.
- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Adopt-A-Lot Program Officer with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify the to the Adopt-A-Lot Program Officer of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the to the Adopt-A-Lot Program Officer.

4. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the to the Adopt-A-Lot Program Officer.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from the Adopt-A-Lot Program Officer, and, where applicable, the DPW, Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of five (5) Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals (including dogs or cats) shall reside in the Garden.
- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.

- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. No agricultural produce cultivated at the Lot may be grown in the soil. Rather it must be grown in an above-ground pot. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.
- J. Lessee shall not create no suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.
- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to N.J.S.A. 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving ten (10) days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naptha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

5. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this Lease or of the rules established by the City, and upon failure to discontinue such violation within ten (10) days after notice to the Lessee, this Lease shall, at the option of the City, become void. Notwithstanding the above, the City may terminate this Lease without advance notice for any of the following reasons:

- 1. Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same;

2. Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity;
3. the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the Lease at its convenience without cause by giving written notice sixty (60) days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

6. Access

- A. Gardens are required to keep their gates open for a minimum of twenty (20) hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the Garden, along with the name and telephone number of the Lessee's contact person and the Adopt-A-Lot Program Officer. The Adopt-A-Lot Program Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, the City may terminate this Lease.
- B. The City and its representatives, i.e. the DPW, the Police and Fire Departments, and other City agency representatives shall have access to the leased premises at all times for any purpose.

7. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools referenced in Section 3(A)(ii) of this Lease and other unused items provided by the City, to DPW within thirty days of receipt of a notice of termination.

If the Lessee shall remain in the premises after the expiration of the term of this Lease without having executed a new written Lease with the City, such holding over shall not constitute a renewal or extension of this Lease. The City may treat the Lessee as one who has not removed at the end of his/her term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

8. Indemnification

The Lessee shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises.

9. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by the City, and the City assumes no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

10. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

11. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

12. Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

13. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

12. Waiver, Release and Consent Agreement

Prior to accessing or using the land, equipment or facilities provided, Lessee agrees to sign the "JERSEY CITY ADOPT-A-LOT WAIVER AND RELEASE OF LIABILITY/MEDICAL AUTHORIZATION & CONSENT" agreement provided by the City. Failure to do so constitutes a breach of this Agreement and, in particular, voids the promise by the City to indemnify Lessee as described in Section 8.

13. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

12. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

13. Choice of Law

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

THE CITY OF JERSEY CITY

ADOPT-A-LOT PROGRAM OFFICER

DATE: _____

ATTEST: _____

CITY CLERK

LESSEE

ADOPT-A-LOT PROGRAM OFFICER

DATE: _____

ATTEST: _____

CITY CLERK

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-045
TITLE: 3.G APR 12 2017 4.F

APR 26 2017

An ordinance authorizing the City of Jersey City to execute a lease with Community Uplifting Project, Inc. for the use of Block 17905, Lots 18, 20 and 21 more commonly known as 612-614 Communipaw Avenue and Block 1931, Lots 22 and 25 more commonly known as 91-93 Harrison Avenue, for a community garden.

RECORD OF COUNCIL VOTE ON INTRODUCTION

APR 12 2017 7-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

APR 26 2017 9-0

Councilperson <u>OSBORNE</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

DORIS JOHNSON

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

APR 26 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on _____

APR 12 2017

Adopted on second and final reading after hearing on _____

APR 26 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **APR 26 2017**

Robert Byrne
Robert Byrne, City Clerk

APPROVED:

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., Council President

Date

APR 26 2017

APPROVED:

Steven M. Fulop
Steven M. Fulop, Mayor

Date

APR 27 2017

Date to Mayor

APR 27 2017

*Amendment(s):

City Clerk File No. Ord. 17-046

Agenda No. 3.H. 1st Reading

Agenda No. 4.G. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-046

TITLE: AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO RENEW THE LEASES OF BLOCK 389, LOTS 19 AND 20 (174-176 BRUNSWICK STREET); BLOCK 1409, LOT P (81 GARFIELD AVENUE); BLOCK 3002, LOT 2 (285 OGDEN AVENUE); BLOCK 5202, LOTS 28 AND 29 (105 OGDEN AVENUE); BLOCK 12904, LOT 1 (280 GROVE STREET) AND BLOCK 1905, LOT 36 (447 MARTIN LUTHER KING, JR. DRIVE) AS PART OF THE CITY'S ADOPT-A-LOT COMMUNITY GARDEN PROGRAM

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street in Jersey City; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

WHEREAS, the City adopted Ordinance 96-123, subsequently amended by Ordinances 01-109 and 11-019, which authorized the establishment of an "Adopt A Lot" Program; and

WHEREAS, the City owns the following lots: Block 389, Lots 19 and 20 on the official tax map of the City and which is more commonly known as 174-176 Brunswick Street; Block 1409, Lot P on the official tax map of the City and which is more commonly known as 81 Garfield Avenue; Block 3002, Lot 2 on the official tax map of the City and which is more commonly known as 285 Ogden Avenue; Block 5202, Lots 28 and 29 on the official tax map of the City and which is more commonly known as 105 Ogden Avenue; Block 12904, Lot 1 on the official tax map of the City and which is more commonly known as 280 Grove Street and Block 1905, Lot 36 on the official tax map of the City and which is more commonly known as 447 Martin Luther King, Jr. Drive; and

WHEREAS, in the last year, these parcels of land were used as community gardens and the transformation of these parcels, which were previously filled with weeds and debris, into community gardens, has dramatically improved and enhanced the surrounding neighborhoods; and

WHEREAS, Jersey City Community Gardening Inc., Can You Dig It Community Garden Inc., Riverview Neighborhood Association, Inc., Jersey City Moms Met-Up Group, Inc. and the Union Street Block Association, Inc. are all non-profit corporations heretofore known collectively as "the Lessees" who are currently leasing these parcels of land from the City pursuant to the City's "Adopt A Lot Program"; and

WHEREAS, Jersey City Community Gardening Inc. wishes to renew its lease on Block 389, Lots 19 and 20 on the official tax map of the City and which is more commonly known as 174-176 Brunswick Street in order to maintain a community garden thereon; and

WHEREAS, Can You Dig It Community Garden Inc. wishes to renew its lease on Block 1409, Lot P on the official tax map of the City and which is more commonly known as 81 Garfield Avenue in order to maintain a community garden thereon; and

WHEREAS, Riverview Neighborhood Association, Inc. wishes to renew its leases on Block 3002, Lot 2 on the official tax map of the City and which is more commonly known as 285 Ogden Avenue and Block 5202, Lots 28 and 29 on the official tax map of the City and which is more commonly known as 105 Ogden Avenue in order to maintain a community garden thereon; and

WHEREAS, Jersey City Moms Met-Up Group, Inc. wishes to renew its lease on Block 12904, Lot 1 on the official tax map of the City and which is more commonly known as 280 Grove Street and Block 1905 in order to maintain a community garden thereon; and

WHEREAS, Union Street Block Association, Inc. wishes to renew its lease on Lot 36 on the official tax map of the City and which is more commonly known as 447 Martin Luther King, Jr. Drive; in order to maintain a community garden thereon; and

WHEREAS, the Lessees understand that the properties leased to non-profit corporations or associations participating in the City's "Adopt a Lot" program are to be used for gardening and for no other purpose whatsoever and in particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises; and

WHEREAS, the Lessees also understand that they must submit an annual report to the officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law; and

WHEREAS, the lease term for all the parcels referenced here will be for seven (7) months beginning as of May 1, 2017 and ending December 31, 2017 subject to the City's right to terminate the lease at its convenience without cause by providing ninety (90) days prior notice; and

WHEREAS, the consideration for the lease shall be one dollar (\$1.00) and other good and valuable considerations; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is hereby authorized to execute leases of Block 389, Lots 19 and 20 on the official tax map of the City and which is more commonly known as 174-176 Brunswick Street; Block 1409, Lot P on the official tax map of the City and which is more commonly known as 81 Garfield Avenue; Block 3002, Lot 2 on the official tax map of the City and which is more commonly known as 285 Ogden Avenue; Block 5202, Lots 28 and 29 on the official tax map of the City and which is more commonly known as 105 Ogden Avenue; Block 12904, Lot 1 on the official tax map of the City and which is more commonly known as 280 Grove Street and Block 1905, Lot 36 on the official tax map of the City and which is more commonly known as 447 Martin Luther King, Jr. Drive for the purpose of maintaining community gardens thereon through the City's "Adopt A Lot Program".
2. The term of the Lease Agreement shall be seven (7) months beginning as of May 1, 2017 and terminating December 31, 2017 for one dollar (\$1.00).
3. The form of the Lease is attached hereto and shall be subject to any such modification as may be deemed necessary or appropriate by the Corporation Counsel or Business Administrator.

- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 4/5/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐



ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City" to _____ ("Lessee") with offices located at _____ for the operation of an Adopt-A-Lot Garden located at _____ (address) on Block _____ and Lot(s) _____ ("the Garden"). This Lease shall be administered jointly by the Department of Health and Human Services ("HHS") and the Department of Public Works ("DPW") through the Adopt-A-Lot Program Officer ("Officer"), with an office located at 199 Summit Avenue, Jersey City, New Jersey 07306.

1. Term

This Lease is issued to Lessee for a term (the "Term") of seven (7) months beginning as of May 1, 2017 and ending December 31, 2017 unless terminated earlier. The Lease may be renewed by the Municipal Council upon the recommendation of the Adopt-A-Lot Program Officer provided that the Lessee meets the obligations set forth in this Lease.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated as the "Contact Person" by the Lessee.

Lessee: _____

Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____

Email address: _____

Lessee shall promptly notify the Adopt-A-Lot Program Officer of any change in the contact information provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

A. This Lease is specifically entered into for the purpose of Lessee's designing and cultivating a plant garden and thereafter maintaining that garden and all plants and structures contained therein (including, but not limited to, the City-supplied shed, all the tools contained therein, any fence, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.

- i. Before entering in to a Lease, the prospective Lessee shall notify the Adopt-A-Lot Program Officer to arrange for an inspection the premises for the purpose of locating, and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Adopt-A-Lot Program Officer determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Adopt-A-Lot Program Officer, then the City shall refuse to consummate the Lease.
- ii. If a Lease is executed, the Lessee agrees to take possession of the following City-owned equipment for the exclusive use of the Lessee during the duration of the Lease. This equipment shall remain on the leased property at all times and shall be returned to the City in reasonably good condition at the expiration of the Lease.

One (1) Garden Shed which will contain the following:

One (1) Wheelbarrow
Five (5) Poly leaf rakes
Five (5) Garden spades (20 inch)
Five (5) Garden shears (5.5 inch)
Five (5) Hand-held gardening forks
Five (5) Pitchforks
Five (5) Hand-held trowels (steel)
Five (5) Hand-held garden cultivators
Five (5) Loppers (28 inch)
Five (5) Pairs of gardening gloves

B. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to do the following:

- a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Adopt-A-Lot Program Officer.

- b. Lessee shall post a sign provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program.
 - c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.
- C. Within six months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
 - a. Lessee shall design and install a plant garden.
 - b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
 - c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
 - d. Lessee shall open the Garden to the public, as required by Section 8.
 - e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.
- D. Upon execution of the Lease, the Lessee agrees to the following:
 - a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
 - b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
 - c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, the State of New Jersey, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by the Adopt-a-Lot program to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
 - d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of the Adopt-A-Lot Program Officer.

- e. Provide two reports each year to the Adopt-A-Lot Program Officer, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes the Adopt-A-Lot Program Officer should be made aware of or a problem fulfilling any of the requirements specified in this lease.
- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Adopt-A-Lot Program Officer with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify the to the Adopt-A-Lot Program Officer of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the to the Adopt-A-Lot Program Officer.

4. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the to the Adopt-A-Lot Program Officer.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from the Adopt-A-Lot Program Officer, and, where applicable, the DPW, Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of five (5) Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals (including dogs or cats) shall reside in the Garden.
- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.

- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. No agricultural produce cultivated at the Lot may be grown in the soil. Rather it must be grown in an above-ground pot. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.
- J. Lessee shall not create no suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.
- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to N.J.S.A. 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving ten (10) days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naptha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

5. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this Lease or of the rules established by the City, and upon failure to discontinue such violation within ten (10) days after notice to the Lessee, this Lease shall, at the option of the City, become void. Notwithstanding the above, the City may terminate this Lease without advance notice for any of the following reasons:

- 1. Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same;

2. Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity;

3. the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the Lease at its convenience without cause by giving written notice sixty (60) days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

6. Access

A. Gardens are required to keep their gates open for a minimum of twenty (20) hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the Garden, along with the name and telephone number of the Lessee's contact person and the Adopt-A-Lot Program Officer. The Adopt-A-Lot Program Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, the City may terminate this Lease.

B. The City and its representatives, i.e. the DPW, the Police and Fire Departments, and other City agency representatives shall have access to the leased premises at all times for any purpose.

7. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools referenced in Section 3(A)(ii) of this Lease and other unused items provided by the City, to DPW within thirty days of receipt of a notice of termination.

If the Lessee shall remain in the premises after the expiration of the term of this Lease without having executed a new written Lease with the City, such holding over shall not constitute a renewal or extension of this Lease. The City may treat the Lessee as one who has not removed at the end of his/her term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

8. Indemnification

The Lessee shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises.

9. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by the City, and the City assumes no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

10. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

11. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

12. Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

13. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

12. Waiver, Release and Consent Agreement

Prior to accessing or using the land, equipment or facilities provided, Lessee agrees to sign the "JERSEY CITY ADOPT-A-LOT WAIVER AND RELEASE OF LIABILITY/MEDICAL AUTHORIZATION & CONSENT" agreement provided by the City. Failure to do so constitutes a breach of this Agreement and, in particular, voids the promise by the City to indemnify Lessee as described in Section 8.

13. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

12. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

13. Choice of Law

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

THE CITY OF JERSEY CITY

ADOPT-A-LOT PROGRAM OFFICER

DATE: _____

ATTEST: _____

CITY CLERK

LESSEE

ADOPT-A-LOT PROGRAM OFFICER

DATE: _____

ATTEST: _____

CITY CLERK

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-046
TITLE: 3.H APR 12 2017 4.G

APR 26 2017

An ordinance authorizing the City of Jersey City to renew the leases of Block 389, Lots 19 and 20 (174-176 Brunswick Street); Block 1409, Lot P (81 Garfield Avenue); Block 3002, Lot 2 (285 Ogden Avenue); Block 5202, Lots 28 and 29 (105 Ogden Avenue); Block 12904, Lot 1 (280 Grove Street) and Block 1905, Lot 36 (447 Martin Luther King, Jr. Drive) as part of the City's Adopt-A-Lot Community Garden Program.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
APR 26 2017 9-0											
Councilperson <u>OSBORNE</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 12 2017
Adopted on second and final reading after hearing on APR 26 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 26 2017

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President
Date APR 26 2017

APPROVED:

Steven M. Fulop, Mayor
Date APR 27 2017

Date to Mayor APR 27 2017